

28. **Approve ranking list for PS-5142-03/BJC – Master Agreement for Professional Engineering Services for the Design of the Seminole Wekiva Trail Pedestrian Project (S.R. 434/Markham Woods Road/Douglas Avenue Intersection and award a Master Agreement to Horizon Engineering Group, Inc., Maitland (Not-to-Exceed \$300,000.00).**

PS-5142-03/BJC provides professional engineering services for the design of the Seminole Wekiva Trail Pedestrian Overpass at the Markham Woods Road/Douglas Avenue/S.R. 434 Intersection. The bridge will be for pedestrian, bicyclist and rollerblader use and serve as the connection between two existing segments of the multi-use, recreational Seminole Wekiva Trail. The southern segment of the Seminole Wekiva Trail built in 2000 will connect to the bridge in the southwest quadrant of the intersection formed by Douglas Avenue and S.R. 434. The northern segment of the Seminole Wekiva Trail built in 2002 will connect to the bridge in the northwest quadrant of the intersection formed by Markham Woods Road and S.R. 434. The project corridor is approximately 1,200 ft in length including Trail connections, ramps and roadway intersection approaches.

This project was publicly advertised and the County received two submittals: Horizon Engineering Group, Inc. and STV, Inc. The Evaluation Committee, which consisted of Brett Blackadar, Public Works; Gary Johnson, Public Works; David Martin, Public Works; Jerry McCollum, Public Works; and Frank Van Pelt III, Public Works, evaluated the submittals and interviewed both firms.

Consideration was given to the following criteria:

- General professional experience and qualifications;
- Specific professional experience for this work;
- Proposed use of Sub-consultants;
- Project manager's proposed approach;
- Qualification of proposed project manager;
- Project staff resources;
- Overall quality of interview presentation.

The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

1. Horizon Engineering Group, Inc., Maitland;
2. STV Incorporated, Orlando.

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and

executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be negotiated on an as-needed basis for each project. The total amount for all work orders will not exceed \$300,000.00.

Funds are available in account number 077533-56068000, CIP #PI50297X. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate and authorize the Chairman to execute a Master Agreement as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL
PS TABULATION SHEET**

BID NUMBER: PS-5142-03/BJC

BID TITLE : Professional Engineering Services for the Design
Services for the Seminole Wekiva Trail Pedestrian
(S.R. 434/Markham Woods Road/Douglas
Avenue Intersection)

DATE: May 28, 2003. TIME: 2:00 P.M.

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE
COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS
AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND
SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE
PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY
AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS
SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY
REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-
Horizon Engineering Group, Inc. 668 N. Orlando Ave., Suite 1009 Maitland, Florida 32751 (407) 644-7755 -- Phone (407) 644-7855 -- Fax Gerald Warren, President	STV Incorporated 5762 South Semoran Blvd. Orlando, Florida 32822 (407) 208-0385 -- Phone (407) 208-0393 -- Fax Stanley M. Cann, P.E.

Tabulated by: Amy J. Pigott, Sr. Contracts Analyst -- Posted 5/28/2003 (3:00 P.M.)
Evaluation and Presentations: June 26, 2003 at 1:00 P.M.

Recommendation: Horizon Engineering Group, Inc., BCC Date: July 22, 2003 (Posted on: 06/26/2003)

PROPOSAL & PRESENTATION RANKING

PS-5142-03/BJC

Professional Engineering Services for the Design of the Seminole Wekiva Trail Pedestrian Project (S.R. 434/Markham Woods Road/Douglas Avenue Intersection)

FIRMS	Brett Blackadar, Public Works Principal Engineer	Gary Johnson, Director of Public Works	David Martin, Public Works Principal Engineer	Jerry McCollum, Public Works County Engineer	Frank Van Pelt III Public Works, Principal Engineer	Total
Horizon Engineering Group, Inc.	1	1	1	1	1	5
STV Incorporated	2	2	2	2	2	10

Ranking	Firm
1	Horizon Engineering Group, Inc.
2	STV Incorporated

DESIGN CONSULTANT SERVICES AGREEMENT (PS-5142-03/BJC)
SEMINOLE WEKIVA TRAIL PEDESTRIAN OVERPASS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **HORIZON ENGINEERING GROUP, INC.**, duly authorized to conduct business in the State of Florida, whose address is 668 N. Orlando Avenue, Suite 1009, Maitland, Florida 32751, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide design services for the Seminole Wekiva Trail Pedestrian Overpass in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, the CONSULTANT is competent and qualified to furnish design consultant services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONSULTANT agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of five (5) years. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONSULTANT. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that, the CONSULTANT will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The compensation paid to the CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00).

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage and handling of drawings and specifications.

(c) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CONSULTANT in the interest of the Project.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed

Fee" basis. The CONSULTANT shall perform all work required by the Work Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but, in no event, shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONSULTANT is not authorized to exceed that amount without the prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis".

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT

ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The COUNTY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(h) Payments shall be made by the COUNTY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONSULTANT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Engineering Department
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the

CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONSULTANT may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by the COUNTY. The COUNTY shall pay the CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONSULTANT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of the CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(d) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at

the CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

(a) The CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONSULTANT.

SECTION 11. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In

such case, the CONSULTANT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) The CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONSULTANT must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 19. INSURANCE.

(a) GENERAL. The CONSULTANT shall at the CONSULTANT's own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy.

The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the

CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONSULTANT's insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT's insurance shall cover the CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall

exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT, shall designate in writing and shall advise the CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of the CONSULTANT who are authorized to act in behalf of and bind the CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral

or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this

Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Seminole County Engineering Department
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

FOR CONSULTANT:

Horizon Engineering Group, Inc.
668 N. Orlando Avenue, Suite 1009
Maitland, Florida 32751

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

HORIZON ENGINEERING GROUP, INC.

SCOTT SECK, Vice-President

(CORPORATE SEAL)

By: _____
GERALD WARREN, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting._____
County AttorneyAC/lpk
6/30/03
ps-5142-draft3 Attachments:
Exhibit "A"- Scope of Services
Exhibit "B"- Sample Work Order
Exhibit "C"- Rate Schedule

EXHIBIT A

PRELIMINARY ENGINEERING STUDY SCOPE OF WORK
FOR
SEMINOLE WEKIVA TRAIL BRIDGE CORRIDOR

AT THE S.R. 434/MARKHAM WOODS ROAD/DOUGLAS AVENUE INTERSECTION
CONNECTING TWO EXISTING SEGMENTS OF THE SEMINOLE WEKIVA TRAIL

I. PURPOSE AND INTENT

This document specifies the CONSULTANT preliminary engineering services required to reanalyze a multi-use recreational trail bridge design corridor, reevaluate alternatives and make recommendations for final design in the interest of providing a safe, effective, aesthetically pleasing, high quality, non-vehicular trail bridge facility to promote public enjoyment, safety, health and welfare.

II. PROJECT DESCRIPTION

The project is located at the commercialized intersection of S.R. 434 and Markham Woods Road. The bridge will be for pedestrian, bicyclist and roller blader use serving as the connection between two existing segments of the multi-use, recreational Seminole Wekiva Trail. The southern segment of the Seminole Wekiva Trail built in 2000 will connect to the bridge in the southwest quadrant of the intersection formed by Douglas Avenue and S.R. 434. The northern segment of the Seminole Wekiva Trail built in 2002 will connect the bridge in the northwest quadrant of the intersection formed by Markham Woods Road and S.R. 434. The project corridor is approximately 1,200' in length including Trail connections, ramps and roadway intersection approaches.

III. DATA COLLECTION

This activity consists of reviewing the Seminole Wekiva Trail Master Plan, reviewing and updating a previously prepared Trail bridge corridor alternatives analysis and bridge construction plan. Collecting all updated supplemental, engineering related information necessary to effectively analyze and evaluate alternative bridge systems and products and identify and evaluate the social, economic and environmental needs and concerns within the bridge site study area. The information collected and presented in the form of a report should include all data necessary to perform an adequate evaluation of and make final design recommendations for the location, design and construction of a multi-use suburban recreational bridge.

A. Aerial Photography

Aerial photography shall be used as a basis for plotting various data necessary for engineering analysis, alternative bridge design studies and the development of the preliminary plans for conceptual design. Aerial photographs are the prime source of information used to convey project considerations to the public. The CONSULTANTS shall furnish current, high quality to be used in a study and final design at the following scales: 1" = 20' (Final Design Plans), 1" = 40' (Preliminary Engineering). An alternate scale may be considered for the final design plans provided all construction details for bidding purposes and all right of way identification and acquisition requirements set forth in Exhibit B are complied with.

B. Existing Corridor Characteristics

This data includes updating information on all pertinent physical features and operational conditions which define the existing corridor and proposed bridge site under consideration. Some of this information will be available from the COUNTY, CITY OF ALTAMONTE SPRINGS and the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT). Other sources will be from field observation and personal interviews with officials and the general public. The COUNTY, CITY OF ALTAMONTE SPRINGS and FDOT sources include the Seminole Wekiva Trail project files, existing right-of-way maps, existing development and ownership agreements, proposed S.R. 434 widening project intersection construction plans, and any available drainage maps.

Site location characteristics for the data collection updates and analysis include, but are not limited to, those items described below:

a. Typical Sections

Number of width of each affected transportation facility cross section element, type of drainage system and including outfall locations and access features.

b. Existing Facility Right-of-Way

Obtain all available right of way information for project limits from the COUNTY, FDOT, Railroad or city offices, including property boundary line information for those ownerships immediately adjacent to the project.

c. Other Right-of Way

Identify additional right-of-way for bridge construction and ancillary crossing needs, drainage easements, current approved and future land development plans.

d. Alignment

Obtain horizontal and vertical alignment as necessary.

e. Intersection design at Streets and Highways

Channelization, posted side streets speed, vehicular/pedestrian signal and roadside sight distance, turning lane arrangements and traffic operations including vehicular movements and pedestrian access as well as signalization.

f. Identify community concerns and determine project impacts.

g. Preliminary soils composition and structural characteristics.

C. Utilities

The CONSULTANT shall identify all proposed utilities in addition to identifying and field verifying the exact locations of the following existing utilities which may influence the location or design considerations:

1. Overhead – electrical, telephone, television, microwave, etc.
2. Underground – Water, gas, sanitary sewer, force mains, telephone, fiber optics, electric, cable television, etc.

D. Transportation Plans

The CONSULTANT shall obtain proposed improvement plans for all modes of transportation in the project area, including motorized and non-motorized modes.

1. Urban Area Transportation Study.
2. Local plans, City and County.
3. Transit: rail, bus, other.
4. Non-motorized modes, including bikeways and pedestrian walkways. The CONSULTANT shall identify the following factors:

existing and projected user types, generators attracting users, existing and anticipated hazards, high accident locations.

E. Permit Coordination

The CONSULTANT shall identify project jurisdictional agencies and permit-related information about hazardous waste sites, wetland sites and water bodies which may require permits for construction activity to take place including but not limited to special easements, environmental permits and dredge and fill/water quality permits. The information will subsequently be organized into a permit coordination package for distribution to the various jurisdictional agencies. All permit review agencies shall be considered, including but not limited to: the U.S. Coast Guard, U.S. Army Corps of Engineers, Florida Department of environmental Protection, local Water Management district, local environmental agencies, Florida Game and Fresh Water Fish Commission, National Marine Fisheries Services, EPA and Florida Department of Transportation.

IV. PUBLIC INVOLVEMENT

The CONSULTANT shall develop high Quality graphics, display maps, slides, charts, newspaper advertisements, etc. as a part of the COUNTY'S Public Involvement process.

In order to assure the complete understanding of the level of professional quality expected, it is suggested that the CONSULTANT visit the COUNTY'S office to review materials which have been used in previous presentations.

A. Public Involvement Meetings

The final number of public meetings (including presentations to civic groups) necessary to obtain public comment may vary with the level of community concern encountered during project development. The CONSULTANT shall estimate the number required for this project and reflect that number in his man-hour estimate and Public Involvement Plan. The following item shall be prepared by the CONSULTANT as a minimum:

1. A minimum of two (2) public information meetings are anticipated to solicit information and publicly present the feasible design alternatives. If additional meetings are required by the COUNTY and determined to be extraordinary to the scope of services the CONSULTANT will be compensated with unit prices derived from the fee proposal.

2. The CONSULTANT shall prepare displays, electronic presentations, or wall graphics, for use during the meetings. These include typical sections, design alternatives, aerial photographs, sketches, charts and graphs, as needed.
3. The CONSULTANT shall prepare camera-ready graphics to be used with a formal presentation, if this technique is used.
4. The identification of issues discussed during the public meetings is an integral part of the public meeting. An information meeting shall be attended by the project manager, design engineer and two administrative support members of the design team.
5. Once issues have been identified and recorded by the CONSULTANT from the public meeting, their significance shall be analyzed to determine if the issues are valid, require further consideration or if they have connected elements which may require further consideration.

V. CONCEPT AND DESIGN ANALYSIS

The design of the proposed improvements by the CONSULTANT shall be developed in a conceptual form, but with sufficient details to permit a definitive analysis. This process includes studying the existing bridge construction plans, alternative design studies and the collected data updates, determining all various feasible alternatives and developing these alternatives for impact analysis.

The objective of this study is to develop viable cost effective alternatives which provide an appropriate level of service commensurate with the social, economic and environmental impacts concerning the project.

The preliminary analysis of alternatives by the CONSULTANT will identify the non-viable alternatives and provide the necessary documentation for rejection. The most viable alternatives shall be further evaluated in a report format to a point where preliminary concept plans can be developed.

A. Prepare Base Maps

The CONSULTANT shall plot pertinent information on aerial photographs on a Scale of 1" = 40' for further evaluation in the development of preliminary plans. If the corridor width and clarity permits, the plan sheet may be split to display two segments of corridor alignment. The information, to be plotted, shall include, but not be limited to the following:

1. Existing Right-of-Way

Plot corridor alignment, intersection, bicycle/pedestrian walkway and drainage right-of-way on project.

2. Street Names

Label street names and highway numbers in immediate project area.

3. Surface Features

Label all pertinent drainage, cultural and natural features and land use information/

4. North Arrow

- a. Locate North arrow at upper –mid portions of sheet.

- b. Show scale and aerial flight date on North arrow.

5. Property Lines

Plot boundary lines and show ownership based on COUNTY property records for ownerships immediately adjacent to the project (within the limits of the proposed design alternative's right-of-way).

B. Establish Design Alternatives

This activity by the CONSULTANT consists of identifying, developing and analyzing all feasible design alternatives including proprietary bridge systems and time sensitive construction methods that meet or exceed structural and aesthetic needs and include adequate consideration of all typical non-motorized, non equestrian, recreational trail uses. The following items shall be prepared by the CONSULTANT subject to review and approval by the COUNTY:

1. Typical Section and Right of Way Impacts

- a. The range of alternatives to be evaluated by the CONSULTANT for this project shall include multi-use recreational Trail approach and bridge typical sections that meet user needs and minimize right of way acquisition. The bridge traveled way width must be a minimum of ten (10') feet.

2. Alignment and Right of Way Impacts

- a. The specific location of the Trail bridge and approaches shall be developed and evaluated by the CONSULTANT with respect to right-of-way impacts, service needs, and construction costs, including the evaluation of previously prepared Trail bridge corridor alternatives, analysis and bridge construction plans prepared in 2001 and available at the COUNTY. Consideration shall be given to making maximum use of existing right-of-way in the proposed design.
- b. The CONSULTANT shall prepare the design alternatives on aerial photography as necessary to develop preliminary estimates of right-of-way costs, construction costs and relocation impacts. The CONSULTANT shall determine the non-viable alternatives and eliminate them. The remaining alternatives shall be retained for further development and detailed evaluation.

3. Prepare Design Alternatives

- a. The CONSULTANT shall plot each design alternative for the grade separation at S.R. 434 in sufficient detail to permit evaluation of project costs and associated impacts. This work shall be accomplished on prints of the aerial photography provided by the CONSULTANT for the project.
- b. Each Trail bridge corridor alternative shall include, but not be limited to the following: the horizontal alignment, vertical alignment (as necessary); trail geometry; major design features including aesthetics; and other significant design requirements, such as drainage, that are necessary to define the concept design.

C. Perform Comparative Analysis of Design Alternatives

After developing the feasible design alternatives, the CONSULT shall determine all costs and associated impacts. These items shall be analyzed and compared with all other alternatives in matrix format to recommend the most viable alternative. Types of items to be evaluated and the means for evaluation shall include, but not be limited to, the following:

1. Construction Cost

Develop the construction cost estimate including erection time, maintenance of traffic, construction engineering inspection and other extraordinary costs such as daily roadway user delay costs, utility relocation costs, business impacts, etc.

2. Right-of-way Costs

Estimated right-of-way costs will be furnished by the CONSULTANT. Empirical acquisitions costs for representative properties will be made available by the COUNTY.

3. Preliminary Engineering Costs

Proprietary product preparation and delivery.

4. Economic Evaluation

Prepare benefit/cost analysis as necessary including daily user delay, utility infrastructure impacts and business impacts.

5. Trail Amenities Costs

6. Environmental Impacts

Analyze applicable impacts such as existing and estimated post construction noise levels; water pollution; wetlands and floodplain encroachment; 4 (f) involvement; hazardous waste sites; historical/archaeological sites; and jurisdictional agency permitting.

7. Prepare Reproducibles

Develop the proposed design recommendation for the selected alternative(s) in a conceptual design plan and engineering report format comparison matrix for review and use in public involvement meetings.

8. Compare Data

Compare the engineering and environmental impacts of the alternates and recommend the most viable alternative. If additional field testing and laboratory analysis work is required that is determined by the COUNTY to be extraordinary to the scope of services requirements for identification and quantification of hazardous material impacts such as the preparation of a

construction plan for remedial action, the CONSULTANT will be reimbursed at a unit price basis derived from the final fee proposal.

E. Draft Engineering Report & Trail Bridge Design Plan

A Draft Engineering Report and Trail Bridge Design Plan shall be prepared by The CONSULTANT addressing all project alternatives both graphically and verbally and submitted to the COUNTY for review and approval. A comparative evaluation shall also be included addressing design characteristics; length; right-of-way required; cost; relocation; safety; emergency service; and any significant environmental impacts which may influence the selection of an alternative.

F. Engineering Report & Trail Bridge Design Plan

Upon approval by the COUNTY of the Draft Engineering Report & Trail Bridge Design Plan, an Engineering Report and Trail Bridge Design Plan for the proposed facility will be completed on an 8 1/2" x 11" engineering report format with applicable inserts and submitted to the COUNTY for review and approval. This signed and sealed document will contain all of the relevant engineering data and recommendations developed during the study including, but not limited to the following:

- a. Overall Project Development Plan
- b. Use Forecasts
- c. Proposed Improvements:
 - (1) Trail (including defined intersection improvements in all quadrants of street and highways, horizontal and vertical alignments and typical sections or sections as necessary for site conditions and/or multi-usage).
 - (2) Structures
- d. Maintenance of Traffic Considerations
- e. Right-of-Way Requirements
- f. Utility Adjustments
- g. Estimated Costs/economic impacts in a comparative alternative matrix.
- h. Construction Scheduling and funding

- i. Specific Design Criteria
- j. Environmental Evaluation
- k. Alternative Report
- l. Public Information Meeting Minutes
- m. The CONSULTANT shall submit to the COUNTY two signed and sealed originals, three copies of the final approved documents and an electronic file of document that is compatible with the COUNTY'S software.

VI. SUPPLEMENTAL WORK

Fees and associated time for completion of additional work in the area of hazardous waste site investigation, public involvement meetings and public hearings that is determined by the COUNTY to be extraordinary to the accomplishment or requirements of the work completed in the scope of services shall be negotiated as an extension of the manhour and fee proposal within the approved design services Agreement utilizing manhour unit price basis derived from the current fee proposal for similar work. A supplemental notice-to-proceed letter will authorize the additional work to begin.

EXHIBIT B

FINAL DESIGN SCOPE OF WORK FOR
SEMINOLE WEKIVA TRAIL BRIDGE CORRIDOR

AT THE S.R. 434/MARKHAM WOODS ROAD/DOUGLAS AVENUE INTERSECTION
CONNECTING TWO EXISTING SEGMENTS OF THE SEMINOLE WEKIVA TRAIL

I. PURPOSE AND INTENT

The purpose of this document is to specify the CONSULTANT engineering service required to prepare and design a complete and accurate contract plans package suitable for bidding advertisement purposes and construction of the project in the interest of providing for the safety, health, welfare and recreational enjoyment of the public.

The required CONSULTANT services and design work shall include, but not be limited to, multiuse recreational trail bridge plans (including drainage, maintenance of traffic, utility adjustments and permits), signing and pavement marking plans, Maintenance and Traffic plans, right-of-way documents suitable for the identification and purchase of required right-of-way (including title search and legal descriptions). The CONSULTANT shall assemble the component plans into a single contract plan set. The contract plans set with applicable bid and plan documents, as made necessary by the work requirements in the scope of services, shall be submitted to the COUNTY for final approval as the contract plans package.

The final construction design developed by the CONSULTANT for each component of the contract plans set and the overall contract plans package shall be based upon the design recommendations in the "Engineering Report & Trail Bridge Design Plan" for this project corridor and be the best solution to a given problem, not merely an adherence to the minimum F.D.O.T., A.A.S.H.T.O. or COUNTY standards.

II. GENERAL REQUIREMENTS

The CONSULTANT shall design a multi-use recreational Trail bridge with appropriate Trail connections to the existing segments of the Seminole Wekiva Trail north and south of S.R. 434. The bridge will be designed in accordance with the recommendations of the Engineering Report and Trail Bridge Design Plan. The CONSULTANT'S responsibilities shall include but not be limited to construction plans for the bridge, design coordination with utilities to minimize disruption, connections to existing sidewalks, streets, highways and properties, design surveys of above and below ground features that will affect or be affected by construction and design activities, preparation of and survey activities necessary to produce the necessary documents to identify and acquire needed

right-of-way, geotechnical evaluation of existing soil characteristics and engineering recommendations for bridge foundation support, traffic operations and maintenance of traffic plans for the safe and effective flow of pedestrian and vehicular traffic during and after construction, cost estimates, drainage system design and the identification, preparation, submission and securing of all connection, drainage, water quality, environmental, erosion control and utility permits. The CONSULTANT shall make available and provide construction support services to resolve design conflicts.

A. Plan Preparation

Each contract plan package and its component parts shall be prepared in accordance with COUNTY and/or F.D.O.T. standards, policies and procedures and memorandums and directives. Design work shall comply with latest non-metric Manual and Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Green Book), and F.D.O.T.'s standards with deference to COUNTY policy, procedures and specifications. Exceptions to F.D.O.T. Plans Preparation Procedures may be permitted, but must be pre-approved by the COUNTY.

Each contract plans package shall be accurate, legible, complete in design and detail suitable for bidding purposes and drawn to scales acceptable to the COUNTY. The complete plans shall be furnished in electronic format fully compatible with the COUNTY AutoCADD format as well as record paper drawings format. For recommendations concerning the plans preparation the CONSULTANT shall refer to the latest non-metric editions of the F.D.O.T.'s Plan Preparation Manual, Standard Specifications for Road and Bridge Construction, Roadway and Traffic Design Standards, Right-of-Way Engineering Manual and other applicable manuals as determined by the COUNTY's Project Manager. It shall be the CONSULTANT's responsibility to acquire and utilize the necessary F.D.O.T. manuals that are required to complete the project design.

1. Cost Estimates and Quantity Computation

The CONSULTANT shall prepare preliminary cost estimates with unit prices based on current F.D.O.T. estimates and pay items. The cost estimates shall be provided at the time of 60%, 90% and 100% phase submittals of the preliminary plans.

The CONSULTANT shall prepare a Summary of Pay Items plans sheet to be incorporated as part of the construction plans.

The CONSULTANT shall prepare and submit a complete written Quantity Computation Book, bound in hard cover, listing all quantities and their related calculations for the project. Computer

and/or written computations must conform to the F.D.O.T.'s general format as outlined in the current Basis of Estimate Manual and Computation Manual. The CONSULTANT shall submit to the COUNTY and necessary copies of quantity computations requested for review. "Color-coded" plan view prints shall be included in the computation book as back up material for computations.

2. Phase Submittals

Phase submittals of 11" x 17" size preliminary construction plans shall be provided to the Project Manager at the following percentages of plan completion with the indicated number of plan sets and type of materials.

60% - Five (5) sets of prints, preliminary right-of-way documents and estimates. (3 week COUNTY review time).

CONSULTANT shall generate a detailed utility conflict letter based on project design.

90% - Five (5) sets of prints, cost estimate and final right-of-way documents (3 week COUNTY review time).

100% - Five (5) sets of prints ,final cost estimate, bid forms (forms shall also be provided on standard CD compatible with the COUNTY version of Word Quantity Computation Book. Contract Documents and Specifications (3 week COUNTY review time).

All plans submittals may be on half size prints, signed and sealed prints shall be full size. When aerial photography is used as a base the half size prints shall be half-tone clear, Photo Mechanical Transfers (PMT's) or equivalent.

As a minimum, phase submittals to the COUNTY shall be in accordance with F.D.O.T. Plan Preparation Manual information content requirements including a written response to previous COUNTY review comments. Phase submittals of construction plans shall not be considered complete if applicable individual component parts, such as signals, signing and pavement markings, utility adjustments, maintenance of traffic, bridge plans, etc., are not included with the submittal. Additional data may be required by the COUNTY as directed by individual project requirements.

Phase submittals of preliminary construction plans or right-of-way documents shall not be considered as satisfactory for the percent

complete indicated until they have been reviewed and accepted by the COUNTY. Incomplete phase submittals shall be returned without review.

In addition to the required phase submittals, the CONSULTANT shall furnish, upon request, copies of miscellaneous plans sheets and plan sets (5 anticipated) for the COUNTY and other agencies to review throughout the design process.

3. Design Documentation

The CONSULTANT shall submit to the COUNTY design/survey notes and computations to document the design/survey conclusions reached during the development of the construction plans and right-of-way maps.

The design/survey notes and computations shall be recorded on an 8 1/2" x 11" computation sheets, fully titled, numbered, dated, indexed and signed by the designer/surveyor and checker. Computer output forms and other oversized sheets shall be folded to 8 1/2" x 11" size. The data shall be bound in a hard back folder for submittal to the COUNTY.

When the plans are submitted for final review, the Quantity Computation Book and design/survey notes and computation corrected for any COUNTY comments shall be resubmitted. At the project completion, two (2) sets of the final Quantity Computation Book and two (2) sets of the design/survey notes and computation, bound in hard cover, and properly endorsed by the CONSULTANT shall be submitted with the record sets of plans and tracings.

The design/survey notes and calculations shall include, but not be limited to, the following data if applicable to the design service scope of work in this document:

- a. Design criteria used for the project.
- b. Geometric design calculations for horizontal alignment that are not included in the quantity computation booklet.
- c. Vertical geometric calculations.
- d. Right-of-Way calculations, to include sectional breakdowns, field ties, assumptions, surveyors report, etc.
- e. Capacity analysis.

- f. Drainage computation. Upon receipt of final approval by all appropriate jurisdictional agencies of each permit package, the CONSULTANT shall submit to the COUNTY two (2) signed and sealed hard bound copies of the Stormwater Management Computations Report. Hard bound copies shall include copies of the coordination, jurisdictional determination letters (including signed aerial), exemptions, RAI's with responses, TSR's and all final permit approval letters with attachments. The original final approval letters, TSR's, jurisdictional determination letters (includes signed aerials) and exemptions shall accompany the hard bound submittal.
 - g. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 - h. Bridge clearance calculations and proprietary product information sources.
 - i. Earthwork calculations that are not included in the Quantity Computation Books.
 - j. Calculations showing cost comparisons of various alternatives considered.
 - k. Structural analysis calculations.
 - l. Calculations of quantities.
 - m. Computerized information shall be supplied to the COUNTY in a format compatible with the COUNTY's AutoCADD and Word system.
4. Professional Endorsement

After the COUNTY accepts the final Right-of-Way documents and Construction Plans, the following shall be furnished to the COUNTY:

- a. Five (5) sets of Legal Descriptions with sketches and one (1) set of Legal Descriptions on standard CD in a word compatible format.
- b. Three (3) sets of signed and sealed record print sets.

- c. The CONSULTANT shall submit one (1) hard bound Drainage Computations Book that shall include all correspondence from permit agencies, include Pre-application meetings, RAI's and responses, Technical Staff Reports (TSR's), primary stormwater computations, secondary stormwater computation, geotechnical survey, environmental reports, jurisdictional determination and approval plan sheet showing jurisdictional line and final permits with attachments and sketches as submitted to the agency for the final approved permit.
- d. One set of all right-of-way and construction plans, legal descriptions, construction specifications, special provisions, etc., in electronic format that is compatible with COUNTY software.

The CONSULTANT shall signify, by affixing an endorsement (seal/signature as appropriate) on every sheet of the record print sets, that work shown on the endorsement sheets was produced by the CONSULTANT. The original set of plans shall have the title block placed on each sheet, and the raised seal and original signature shall be placed on the Key Map.

B. Consultant Personnel

The CONSULTANT's work shall be performed by the key personnel and at the office location identified in the technical/fee proposal submitted by the CONSULTANT. Prior to any changes in the indicated personnel or the CONSULTANT's office-in-charge-of-the work as identified in the CONSULTANT's proposal shall be reviewed and approved by the COUNTY.

C. Work Progress

The CONSULTANT shall meet with the COUNTY on an approximate monthly basis. The CONSULTANT shall provide written progress reports which describe the work performed on each task and anticipated work accomplishments of the next invoicing periods. Progress reports shall be delivered to the COUNTY concurrency with the monthly invoice. Judgment on whether of sufficient quality and quantity has been accomplished will be made by the Project Manager in consultation with the County Engineer by comparing the reported percent complete against actual work accomplished. The CONSULTANT shall coordinate with the COUNTY Project Manager for preferred formats prior to beginning this work effort.

D. Project Presentation

The CONSULTANT and his staff shall be available with no more than three (3) weekday notice to attend small group public meetings or make presentations other than the scheduled public information and/or public hearing meetings at the request of the COUNTY. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 Midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements audio-visual displays and similar material for such meetings. No more than two (2) such meetings are anticipated.

E. Project Related Correspondence

The CONSULTANT shall furnish copies of all written correspondence between the CONSULTANTS and any party pertaining specifically to this project to the COUNTY Project Manager for their records within one (1) week of the receipt of the mailing of said correspondence.

The CONSULTANTS is responsible for recording and distributing the minutes of all meetings pertaining to this project.

F. Special Provisions

The CONSULTANT shall prepare and assemble special provisions for each contract plans set as required for work items and/or conditions not covered in Standard Specifications. The COUNTY shall provide a copy of the project bidding manual to the CONSULTANT for review prior to bidding.

G. Legal Proceedings

The CONSULTANT shall serve as an expert witness in any legal proceedings if required by the COUNTY. The fee for these services shall be established if, and when, they are needed.

III. SCHEDULED

Within ten (10) days after receiving the Notice-To-Provide letter, the CONSULTANT shall provide a detailed schedule of calendar deadlines indicating work phases and key progress events utilizing weekly and/or daily increments and accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the COUNTY. The CONSULTANT shall coordinate with COUNTY's Project Manager for the preferred format.

IV. COUNTY RESPONSIBILITY

- A. The COUNTY shall make the following available:
1. Any available aerial photography on file.
 2. Any available right-of-way maps.
 3. Coordination in the application process for the environmental permits.
 4. A Project Manager who shall be the administrative and technical coordinator for the COUNTY.
 5. Relevant design correspondence on file.
 6. Available accident data.

B. Notice-To-Proceed Meeting

The COUNTY shall conduct a Notice-To-Proceed meeting with the CONSULTANT and issue a Notice-To-Proceed letter. The CONSULTANT representation should include as a minimum the project manager and the project design engineer.

The purpose of this introductory meeting is threefold:

1. The county will render all relevant information in its possession.
2. The COUNTY will clarify and/or establish any ground rules upon which the work will be conducted.
3. The COUNTY will explain the financial and legal administration of the contract.

V. SUBCONTRACTORS SERVICES

Due to the nature of the required services, it may be desirable for the CONSULTANTS to subcontract portions of the work (e.g. aerial photography)/ The CONSULTANT shall be authorized to subcontract these services under the provisions of this document, provided that a minimum of 50% of the contract manhours specified for work described in the Scope of Service is performed by the prime CONSULTANT. The subcontracting firms must be approved and pre-qualified by the COUNTY'S Representative prior to initiation of their work. Coordination of subconsultants services shall be the responsibility of the CONSULTANT.

EXHIBIT "B"

WORK ORDER
FOR
DESIGN CONSULTANT SERVICES AGREEMENT (PS-5142-03/BJC)
SEMINOLE WEKIVA TRAIL PEDESTRIAN OVERPASS

WORK ORDER NO.: SAMPLE

PURCHASE ORDER NO.: _____ (For billing purposes only, to be assigned by COUNTY after execution.)

PROJECT:

COUNTY: SEMINOLE COUNTY, a political subdivision of the State of Florida.

CONSULTANT: HORIZON ENGINEERING GROUP, INC.

CONSULTANT'S ADDRESS: 668 N. Orlando Avenue, Suite 1009
Maitland, Florida 32751

Execution of the Work Order by COUNTY shall serve as authorization for the CONSULTANT to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[] DRAWINGS/PLANS/SPECIFICATIONS
[] SCOPE OF SERVICES
[] SPECIAL CONDITIONS
[] _____

The CONSULTANT shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TERM: This Work Order shall terminate upon completion of the Scope of Services or _____ from the date of execution, whichever comes first.

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METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- ☐ FIXED FEE BASIS
- ☐ TIME BASIS METHOD WITH A NOT-TO-EXCEED AMOUNT
- ☐ TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT

(b) If the compensation is based on a "Fixed Fee Basis," then the CONSULTANT shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$_____). In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONSULTANT shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The CONSULTANT's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONSULTANT is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate the CONSULTANT for the actual work performed under this Work Order.

Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than

the CONSULTANT to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

ATTEST:

HORIZON ENGINEERING GROUP, INC.

SCOTT SECK, Vice-President

(CORPORATE SEAL)

By: _____
GERALD WARREN, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

EXHIBIT C

RATE SCHEDULE